

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Paul KEMP, Talas GYORGYI, Jennifer SUTHERLAND, Margaret BATTEN, Penelope Ann JOHNSON, Andrew SHERING and Michael McWHAM

Application No./Patent No. 10/589,227

Filed/Issue Date: July 2, 2007

Entitled: WOUND HEALING COMPOSITION

DFB Technology Holdings, LLC

(Name of Assignee)

, a corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

**OR**

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Paul KEMP, Talas GYORGYI, Jennifer SUTHERLAND, Penelope Ann JOHNSON, Andrew SHERING and Michael McWHAM To: Intercytex Limited

The document was recorded in the United States Patent and Trademark Office at Reel 018502, Frame 0276, or for which a copy thereof is attached.

2. From: Margaret BATTEN To: Intercytex Limited

The document was recorded in the United States Patent and Trademark Office at Reel 019507, Frame 0017, or for which a copy thereof is attached.

3. From: Intercytex Limited To: DFB Technology Holdings, LLC

The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, **or for which a copy thereof is attached.**

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

April 21, 2010

Date

Michael R. Krawzsenek, Reg. No. 51,898

Printed or Typed Name

(512) 474-5201

Telephone Number

Attorney

Title

DFBP:075US

File Code

---

**INTERCYTEX LIMITED**

**REGENERATIVE MEDICINE ASSETS LIMITED**

**AND**

**DFB TECHNOLOGY HOLDINGS, LLC**

---

**1<sup>ST</sup> AMENDED & RESTATED  
PATENT ASSIGNMENT**

---

**MORRISON | FOERSTER**

A LIMITED LIABILITY PARTNERSHIP

CityPoint, One Ropemaker Street | London EC2Y 9AW  
Tel: +44 20 7920 4000 | Fax: +44 20 7496 8500  
[www.mofo.com](http://www.mofo.com)

**THIS 1<sup>st</sup> AMENDED & RESTATED PATENT ASSIGNMENT** ("Assignment") is made on the 2<sup>nd</sup> day of March 2010

**BETWEEN:**

- (1) **INTERCYTEX LIMITED**, registered in England and Wales as company number 03724051 and having its registered office at Innovation House, Oaks Business Park, Crewe Road, Manchester M23 9QR (the "Assignor");
- (2) **REGENERATIVE MEDICINE ASSETS LIMITED**, (formerly Intercytex Group plc), registered in England and Wales as company number 05340010 and having its registered office at Innovation House, Oaks Business Park, Crewe Road, Manchester M23 9QR ("RMAL"); and
- (3) **DFB TECHNOLOGY HOLDINGS, LLC**, registered in Texas as a limited liability company and having a place of business at 3909 Hulen Street, Fort Worth, Texas 76107, USA (the "Assignee").

**THE PARTIES AGREE THAT:**

1. **DEFINITIONS**

In this Assignment capitalised words and phrases have the same meaning as given to them in the Sale Agreement save that the following words and phrases shall have the following meanings:

"Applications" means the patent applications listed in part B of the schedule to this Deed of Assignment and any corresponding continuing, continuation, divisional, continuation-in-part, substitute, or renewal applications.

"Patents" means together the Applications and the Registered Patents and any corresponding continuing, continuation, divisional, continuation-in-part, substitute, renewal, or reissue patents.

"Registered Patents" means the registered patents listed in part A of the schedule to this Assignment.

"Sale Agreement" means the agreement dated 20 January 2010 and made between, inter alia, the Assignor, RMAL and the Assignee under which the Assignor agreed to assign the Patents to the Assignee.

2. **ASSIGNMENT**

- 2.1 The Assignor is the inventor of all Patents, the Assignor is desirous of transferring, and the Assignee is desirous of acquiring, any and all rights, title and interests of the Assignor throughout the world in and to the Patents in accordance with the terms and conditions set forth herein.
- 2.2 Pursuant to the Sale Agreement, and in consideration of the foregoing and of the Initial Consideration paid in accordance with the Sale Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

2.2.1 Effective as of the 20<sup>th</sup> day of January 2010, the Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee, and the Assignee hereby accepts, all of the Assignor's worldwide rights, title and interests in to and under the Patents, and any information and improvements disclosed therein, and all legal rights and immunities (howsoever derived) attaching thereto in each case free from all liens, charges and encumbrances and including (without limitation):

- (a) the right to sue for and to recover damages and other remedies in respect of any infringement of the Patents or other acts carried out by another person within the scope of the claims of any published specification of any of the Patents which may have occurred before, may be ongoing, or may occur after the date of this Assignment; and
- (b) the right to apply for, prosecute and obtain patents or similar rights or protection in respect of any of the inventions the subject matter of the Patents in any country of the world (including the right to claim priority from the Patents).

3. **FURTHER ASSURANCE**

The Assignor, for so long as it is part of the RMAL group, and thereafter, RMAL, shall on request by the Assignee in writing and at the Assignee's expense do and execute or arrange for the doing and executing of, each necessary act, document and thing to implement this Assignment and to enable the Assignee to procure, maintain, enforce and defend any and all of the Patents and otherwise enjoy the full rights of this Assignment.

4. **ASSISTANCE WITH APPLICATIONS**

The Assignor, for so long as it is part of the RMAL group, and thereafter, RMAL, shall on request by the Assignee in writing and at the Assignee's expense give such assistance as the Assignee may reasonably request with the prosecution to grant of the Applications.

5. **ASSISTANCE WITH PROCEEDINGS**

If in any proceedings a claim is made within 12 months of the date of this Assignment impugning the validity of a Registered Patent or a patent granted pursuant to an Application, or alleging that the Patents infringe the intellectual property of a third party, the Assignor (or, if the Assignor ceases to be part of the RMAL group, RMAL) shall give all reasonable assistance to the Assignee and cooperate with the Assignee in relation to those proceedings (including by participation in the proceedings) subject to the payment by the Assignee of all the Assignor's reasonable costs in relation to those proceedings. Such assistance includes, but is not limited to: litigation and prosecution cooperation and assistance, maintaining and extending protection, producing records, consultants and employees, providing access and consultation with inventors and other personnel and consultants and execution of all rightful oaths, declarations,

assignments, powers of attorney and other papers relating to the Patents; communicate to the Assignee all facts known to the Assignor relating to the Patents, and any information and improvements therein; and generally do everything possible which the Assignee shall consider desirable for securing, filing for, registering, perfecting, establishing, prosecuting, maintaining and enforcing proper patent protection for the Patents.

6. **AUTHORIZATION**

The Assignor hereby authorizes and requests officials throughout the world whose duty it is to register and record ownership in intellectual property rights, including, without limitation, the Commissioner of the United States Patent and Trademark Office, to record the Assignee as the sole and exclusive assignee and owner of any and all of the Patents. The Assignor hereby authorizes and requests that the Commissioner of the United States Patent and Trademark Office and empowered officials in any other country issue any and all letters that may be granted upon any of the Patents to the Assignee, for the sole and exclusive benefit of Assignee.

7. **MISCELLANEOUS**

For the avoidance of doubt, nothing set forth in this Assignment is intended to limit or otherwise limits the Warranties in the Sale Agreement. This Assignment may be executed and delivered (including by facsimile and electronic mail transmission) in one or more counterparts, any of which need not contain the signature of more than one person, but all such counterparts taken together will constitute one and the same instrument. Except for the Sale Agreement, this Assignment supersedes all prior oral or written agreements between the parties with respect to the subject matter hereof. No modification, amendment or waiver of any provision of this Assignment shall be effective unless it is in writing and signed by the parties hereto.

8. **GOVERNING LAW**

This Assignment is governed by, and construed in accordance with, the laws of the State of New York excluding any conflicts or choice of law rule or principle that might otherwise refer construction of this Assignment to the substantive law of another jurisdiction.

## SCHEDULE

### Part A – Registered Patents

#### A.5. Skin equivalent culture

Countries	R&G Ref.	Application No./Date & Publication No./Date	Priority Data	Applicant/ Proprietor	Status	Document reference
Europe	P/48406.EP01	EP 06726381.4 14.03.2006 Publ. No. EP 1861492 Publ. Date 05.12.2007	GB 0505202.2 14.03.2005	Intercytex Limited	Granted	IPO007

### Part B – Applications

#### A.4. Pharmaceutical composition comprising a fibrin matrix and dermal fibroblasts for the treatment of wounds

Countries	R&G Ref.	Application No./Date & Publication No./Date	Priority Data	Applicant	Status	Document reference
PCT-all states	P/48263.WO01	PCT/GB2005/000523 14.02.2005 Publ. No. WO 2005/079822 Publ. Date 01.09.2005	GB 0403220.7 13.02.2004 GB 0403226.4 13.02.2004 US 60/556,194 25.03.2004 US 60/556,155 25.03.2004 GB 0426252.3 30.11.2004 US 60/632,425 01.12.2004	Inventors (US only) & Intercytex Limited	International phase ended	IPO005
Australia	P/48263.AU01	AU 2005215213 14.02.2005	As above	Intercytex	Pending	

Canada	P/48263.CA01	CA 2,556,098 14.02.2005	As above	As above	Pending	
Europe	P/48263.EP01	EP 05764678.8 14.02.2005 Publ. No. EP 1718318 Publ. Date: 08.11.2006	As above	As above	Pending	
Japan	P/48263.JP01	JP 2006-552692 14.02.2005 Publ. No: JP 2007-522195 Publ. Date: 09.08.2007	As above	As above	Pending	
United States	P/48263.US01	US 10/589,227 14.02.2005	As above	As above	Pending	

#### A.5. Skin equivalent culture

Countries	R&G Ref.	Application No./Date & Publication No./Date	Priority Data	Applicant/ Proprietor	Status	Document reference
United Kingdom	P/48406.GB01	GB 0505202.2 14.03.2005	None	Intercytex Limited	Priority application (lapsed)	
PCT-all states	P/48406.WO01	PCT/GB2006/000890 14.03.2006 Publ. No. WO 2006/097701 Publ. Date 21.09.2006	GB 0505202.2 14.03.2005	Inventors (US only) & Intercytex Limited	International phase ended	IPO006
Australia	P/48406.AU01	AU 2006224355 14.03.2006	As above	Intercytex Limited	Pending	
Canada	P/48406.CA01	CA 2,601,499 14.03.2006	As above	As above	Pending	

United States	P/48406.US01	US 11/886,113 14.03.2006	As above	As above	Pending	
---------------	--------------	-----------------------------	----------	----------	---------	--

#### A.7. Wound healing profile

Countries	R&G Ref.	Application No./Date & Publication No./Date	Priority Data	Applicant	Status	Document reference
PCT-all states	P/48511.WO01	PCT/GB2005/000511 14.02.2005 Publ. No. WO 2005/079821 Publ. Date 01.09.2005	GB 0403220.7 13.02.2004 GB 0403226.4 13.02.2004 US 60/556,194 25.03.2004 US 60/556,155 25.03.2004 GB 0426252.3 30.11.2004 US 60/632,425 01.12.2004	Inventors (US only) & Intercytex Limited	International phase ended	IP0010
Australia	P/48511.AU01	AU 2005215211 14.02.2005	As above	Intercytex Limited	Pending	
Canada	P/48511.CA01	CA 2,555,233 14.02.2005	As above	As above	Pending	
Europe	P/48511.EP01	EP 05708330.5 14.02.2005 Publ. No. EP 1718317 Publ. Date 08.11.2006	As above	As above	Pending	
United States	P/48511.US01	US 10/589,150 14.02.2005 Publ. No. US 20080193507 Publ. Date: 14.08.2008	As above	As above	Pending	



A.9. Wound dressing applicator

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/50074.GB01	GB 0725087.1 21.12.2007	None	Intercytex Limited	Pending	
PCT – all states	P/50074.WO01	PCT/CB2008/004115 12.12.2008	GB 0725087.1 21.12.2007	Inventors (US only) & Intercytex Limited	Pending	

A.13. Culture

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60732.GB01	GB 0806636.7 11.04.2008	None	Intercytex Limited	Withdrawn	

A.14. Culture

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60733.GB01	GB 0806637.5 11.04.2008	None	Intercytex Limited	Withdrawn	

A.15. Culture

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60734.GB01	GB 0806638.3 11.04.2008	None	Intercytex Limited	Withdrawn	

A.16. Culture

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
GB	P/60735.GB01	GB 0806639.1 11.04.2008	None	Intercytex Limited	Withdrawn	

A.17. Culture

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60736.GB01	GB 0806640.9 11.04.2008	None	Intercytex Limited	Withdrawn	

A.18. Culture

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60737.GB01	GB 0806641.7 11.04.2008	None	Intercytex Limited	Withdrawn	

A.19. Culture

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60738.GB01	GB 0806642.5 11.04.2008	None	Intercytex Limited	Withdrawn	

#### A.20. Culture

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60739.GB01	GB 0806643.3 11.04.2008	None	Intercytex Limited	Withdrawn	

#### A.21. Culture

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60740.GB01	GB 0806644.1 11.04.2008	None	Intercytex Limited	Withdrawn	

#### A.22. Culture

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60741.GB01	GB 0806645.8 11.04.2008	None	Intercytex Limited	Withdrawn	

#### A.23. Culture

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60742.GB01	GB 0806646.6 11.04.2008	None	Intercytex Limited	Withdrawn	

A.24. Culture of human dermal fibroblast (HDF) cells - I

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60732.GB02	GB 0906301.7 09.04.2009		Intercytex Limited	Pending	

A.25. Culture of human dermal fibroblast (HDF) cells - II

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60733.GB02	GB 0906302.2 09.04.2009		Intercytex Limited	Pending	

A.26. Culture of human dermal fibroblast (HDF) cells - III

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60734.GB02	GB 0906303.3 09.04.2009		Intercytex Limited	Pending	

A.27. Culture of human dermal fibroblast (HDF) cells - IV

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
GB	P/60735.GB02	GB 0906304.1 09.04.2009		Intercytex Limited	Pending	

A.28. Culture of human dermal fibroblast (HDF) cells - V

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60736.GB02	GB 0906305.8 09.04.2009		Intercytex Limited	Pending	

A.29. Culture of human dermal fibroblast (HDF) cells - VI

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60737.GB02	GB 0906306.6 09.04.2009		Intercytex Limited	Pending	

A.30. Culture of human dermal fibroblast (HDF) cells - VII

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60738.GB02	GB 0906307.4 09.04.2009		Intercytex Limited	Pending	

A.31. Culture of human dermal fibroblast (HDF) cells - VIII

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60739.GB02	GB 0906308.2 09.04.2009		Intercytex Limited	Pending	

A.32. Culture of human dermal fibroblast (HDF) cells - IX

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60740.GB02	GB 0906309.0 09.04.2009		Intercytex Limited	Pending	

A.33. Culture of human dermal fibroblast (HDF) cells - X

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60741.GB02	GB 0906310.8 09.04.2009		Intercytex Limited	Pending	

A.34. Culture of human dermal fibroblast (HDF) cells - XI

Countries	R&G Ref.	Application No./Date	Priority Data	Applicant	Status	Document reference
United Kingdom	P/60742.GB02	GB 0906311.6 09.04.2009		Intercytex Limited	Pending	

A.35. Wound Dressing Applicator Design Patent

R&G Ref.	Country / Region	Title	Official No (Current)	Case Status
D/4002.US01	United States	Wound Dressing Applicator	29/320067	Pending

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be duly executed and delivered as of the date first above written:

**INTERCYTEX LIMITED**

acting by  
in the presence of:

Signature: Matthew Edwards

Name: Matthew Edwards

Address: City Point One Rosemary  
Street London

Occupation: Solicitor

[Signature]  
Director

**REGENERATIVE MEDICINE  
ASSETS LIMITED**

acting by  
in the presence of:

Signature: Matthew Edwards

Name: Matthew Edwards

Address: City Point One Rosemary  
Street London

Occupation: Solicitor

[Signature]  
Director

**DFB TECHNOLOGY HOLDINGS,  
LLC**

Signature: .....

Name: .....

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be duly executed and delivered as of the date first above written:

**INTERCYTEX LIMITED**

acting by

in the presence of:

)  
)  
)  
)

.....  
Director

Signature: .....

Name: .....

Address: .....

.....

Occupation: .....

**REGENERATIVE MEDICINE  
ASSETS LIMITED**

acting by

in the presence of:

)  
)  
)  
)

.....  
Director

Signature: .....

Name: .....

Address: .....

.....

Occupation: .....

**DFB TECHNOLOGY HOLDINGS,  
LLC**

Signature: *Michael A. Patterson* .....

Name: *Michael A. Patterson* .....